

Acuerdos Bilaterales

Clasificación: 15-2005

Fecha de Ingreso: 27 de enero de 2005

Nombre de Acuerdo: Grant Arrangement between Her Majesty the Queen in Right of Canada Represented by the Minister for International Cooperation, acting through the Canadian International Development Agency and the General Secretariat of the Organization of American States

Materia: Asistencia técnica / Asistencia financiera

Partes: SG/OEA & Canadian International Development Agency (CIDA)

Referencia: CIDA

Fecha de Firma: 3 de diciembre de 2004

Fecha de Inicio: 3 de diciembre de 2004

Fecha de Terminación: 30 de septiembre de 2005

Lugar de Firma: Washington, D.C.

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

GRANT ARRANGEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (HEREINAFTER "HER MAJESTY")
REPRESENTED BY THE MINISTER FOR INTERNATIONAL COOPERATION,
ACTING THROUGH THE CANADIAN INTERNATIONAL DEVELOPMENT AGENCY
(HEREINAFTER REFERRED TO AS "CIDA"),

AND

**THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES
("GS/OAS")**

C

**SPECIAL MISSION OF THE ORGANIZATION OF AMERICAN
STATES TO SUPPORT STRENGTHENING DEMOCRACY IN HAITI**

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Grant Arrangement made on this ____ day of _____ 2004

BETWEEN: Her Majesty the Queen in right of Canada (hereinafter "Her Majesty")
represented by the Minister for International Cooperation,
acting through the Canadian International Development Agency
(hereinafter referred to as "CIDA"),

AND: The General Secretariat of the Organization of American States ("GS/OAS")
(hereinafter referred to as "the Organization").

WHEREAS CIDA wishes to make a grant to the Organization to support the Organization's Special
Mission Project to Support Strengthening Democracy in Haiti;

AND WHEREAS the purpose of this Arrangement is to record the arrangement between CIDA and the
Organization concerning the transfer of such grant for the implementation of the
project by the Organization;

NOW THEREFORE CIDA and the Organization have reached the following understanding:

ARTICLE I

GRANT

- 1 CIDA will make a grant of funds for the purpose of the Project described in Annex "A"
("the Project") in an amount not to exceed five million Canadian dollars (CDN\$5,000,000)
("the Grant").

ARTICLE II

RESPONSIBILITY FOR THE PROJECT

- 2 The Organization will ensure that the Grant will be utilized exclusively for the purpose of the Project
and related support services.

ARTICLE III

TERMS AND CONDITIONS OF PAYMENT

- 3 Upon the signature of this Arrangement CIDA will make a lump sum payment equivalent to the
Grant total amount of five million Canadian dollars (CDN\$5,000,000).

- 4 Subject to Article 3, CIDA will deposit the Grant amount in one full payment in Canadian dollars to the following bank account of the Organization:

Bank Name: Bank of America
ABA/Routing #: 0260-0959-3
Bank address: 730 15th Street, N.W.
Washington, D.C. 20005 - 1012
U.S.A.
Account number: 002080125354
Account name: General Secretariat of the OAS

- 5 Where appropriate, the Organization, will acknowledge CIDA's funding in publications, speeches, press releases or other similar matters. The Organization will supply CIDA with a copy of any written or electronic material which mentions CIDA's support.

ARTICLE IV

REPORTS

- 6 The Organization will provide CIDA with three copies of each Report connected with the implementation, monitoring, special study and evaluation of the Project.
- 7 CIDA will provide the Organization with three copies of any Report it may produce connected with the monitoring, special study and evaluation of the Project.
- 8 The Organization acknowledges that it has declared in writing to CIDA all sources of proposed funding and the corresponding amounts for the project. The Organization shall update this declaration in its final report.

ARTICLE V

DURATION OF ARRANGEMENT

- 9 This Arrangement will come into effect upon the date of the last signature and will expire on September 30, 2005.

ARTICLE VI

AMENDMENTS

- 10 This Arrangement may be amended only by formal written amendment executed by the duly authorized representatives of CIDA and the Organization.

ARTICLE VII

NOTICE

- 11 Any notice to be given to either party with respect to this Arrangement will be effectively given if delivered or sent by letter or fax addressed to the party at the address given in this Article. The address of either party may be changed by notice in the manner set out in this Article.

Any notice to CIDA will be addressed to:

Canadian International Development Agency

Americas Branch, 11th Floor
200 Promenade du Portage
Gatineau, Quebec
Canada, K1A 0G4

Attention: Director of Operations
Haïti/Cuba/Dominican Republic (BMH)
Phone: (819) 994-1815
Fax: (819) 997-0429

Any notice to the Organization will be addressed to:

General Secretariat of the Organization of American States

17th Street and Constitution Avenue, N.W.
Room 2
Washington, D.C. 20006

Attention: Ambassador Luigi R. Einaudi
Assistant Secretary General
Phone: (202) 458-6046
Fax: (202) 458-3011

ARTICLE VIII

ENTIRE UNDERSTANDING

- 12 This Arrangement together with Annex "A", which forms an integral part hereof, constitutes the entire understanding between CIDA and the Organization with respect to the Project.

ARTICLE IX

ANTI-CORRUPTION

- 13 No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Arrangement. Any such practice will be grounds for terminating this Arrangement or taking any other corrective action as required.

ARTICLE X

GENERAL PROVISIONS

- 14 No member of the Canadian House of Commons will be admitted to any share or part of this Arrangement or to any benefit to arise therefrom.
- 15 This Arrangement will not be assigned by the Organization without the prior consent of CIDA.

- 16 This Arrangement is not an international treaty. It is an administrative arrangement between CIDA and the Organization.
- 17 Any payment to be made under this Arrangement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is made. If CIDA's appropriation is changed by Parliament, the Grant may be cancelled or reduced.
- 18 Signed in two copies, at Washington D.C. this 3rd day of December 2004

For the Organization

Date 2004 DECEMBER 3rd
(YYYY-MM-DD)

[Signature]
Signature
AMBASSADOR Luigi P. Einaudi
Name
Acting SECRETARY GENERAL
Title

Witness [Signature]
Signature
DAVID MORRIS
Name
COUNSELLOR, ALTERNATE REPRESENTATIVE
Title OF CANADA

For Her Majesty

Date 2004 DECEMBER 3rd
(YYYY-MM-DD)

[Signature]
Signature
Yves Pettillon
Name
directeur
Title

Witness [Signature]
Signature
AMBASSADOR PAUL DURAND
Name
PERMANENT REPRESENTATIVE
Title OF CANADA



ANNEX "A"

SPECIAL MISSION OF THE ORGANIZATION OF AMERICAN STATES TO SUPPORT STRENGTHENING DEMOCRACY IN HAITI

1 BACKGROUND

Following the departure of former Haitian Prime Minister Jean-Bertrand Aristide in February 2004, the Special Mission of the Organization of American States (OAS) to Haiti continued its ongoing work and presented its new Work Plan to the Permanent Council of the OAS in Washington. The OAS decided that the existing resolutions which it had already approved were still valid and the Special Mission should continue its ongoing work.

Since the creation of the OAS Special Mission in March 2002, Canada has contributed a total of \$3.25 million including \$500,000 through l'Agence internationale de la Francophonie.

2 OBJECTIVE

The objective of this Grant Arrangement is to contribute to the strengthening of the OAS Special Mission in its efforts to reduce the level of tension in Haiti and build a social consensus.

3 EXPECTED RESULTS

It is expected that a significant increase and well co-ordinated support from the contributors to the Special Mission will be critical to preventing a further deterioration of what is considered already as a catastrophic humanitarian situation, and will help create the necessary conditions for the return of public order, thereby reducing in a significant way social tensions. Subsequently, it is expected that the Special Mission will be in a position to facilitate the restoration of democratic institutions through its contribution towards the establishment of a new social consensus within Haiti.

4 WORKPLAN PROPOSAL

The Workplan proposal for the period between July 2004 and June 2005 of the OAS Special Mission for Strengthening Democracy in Haiti (CP/doc. 3918/04 - dated July 23, 2004), attached hereto, forms part of this Grant Arrangement. A summary version of the workplan is also attached.